

Abbott Laboratories, Limited (Canada)
STANDARD TERMS AND CONDITIONS
Effective: [June 1, 2017]

Scope

The division of Abbott Laboratories, Limited (collectively, “Abbott Diagnostics (ADD), Abbott Point of Care (APOC) and Abbott Diabetes Care Hospital (ADC)” strive to increase the use of electronic commerce to enhance the business process and improve efficiencies.

These terms and conditions (“**Terms and Conditions**”) apply to all on-line orders of Abbott products through the e-Abbott.com website or mobile application. By ordering Abbott products on-line, you (the “**Customer**”) agree that you have read, understand, and agree to be bound by these Terms and Conditions and our [Privacy Policy](#) as they may be amended from time to time. The Customer is responsible for periodically reviewing these Terms and Conditions for applicable changes. The Customer’s on-line ordering of the Abbott products after posting by Abbott of any changes to these Terms and Conditions constitutes Customer’s acceptance to those changes. If the Customer disagrees with these Terms and Conditions or with our Privacy Policy (as may be amended from time to time), then Customer’s sole and exclusive remedy is to cease ordering Abbott products on-line. Only customers with a valid Abbott Customer Number with Abbott and with a principal place of business within Canada) may place on-line orders for Abbott products.

Contact Us

All questions or issues regarding, order placement, shipments or deliveries should be directed to: Abbott, Customer Support at: 1-800-387-8378 or via e-mail at add_can_oe@abbott.com.

Terms and Conditions of Sale

Price. All prices, quotations, discounts and quantity rates are as set forth in a written agreement between Abbott and the Customer. If the Customer does not have a written agreement with Abbott or if the Customer is ordering products that are not included within its written agreement with Abbott, such products will:

1. Be invoiced at the list price effective at the time of shipment. Abbott’ list price is subject to change at any time in Abbotts’ sole discretion;
2. Not count towards any quantity based discounts or rates that are in the written agreement between Abbott and the Customer, if any; and
3. Not count towards the fulfillment of any purchase commitments in the written agreement between Abbott and the Customer, if any.

In case of conflict between the pricing stated in a written agreement between Abbott and the Customer and the pricing indicated on the e-Abbott.com website or mobile application, the pricing stated in the written agreement between Abbott and the Customer will apply. All orders placed require a purchase order number from the facility of Customer placing the order. Abbott reserves the right to verify all prices at the time of order placement.

Order Acceptance. Unless otherwise specifically stated in the Customer’s written agreement with Abbott, all orders received by Abbott are subject to acceptance by Abbott,

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and Abbott reserves the right to limit purchase quantities or refuse orders so as to ensure adequate supply and distribution to all customers on a fair and equitable basis.

Use of Products. All Abbott products are for the sole use of the Customer's laboratory (and not for resale or distribution to any third party, with the exception of authorized distributor(s)) and will be utilized only within the purchasing facility covered by the purchase order number.

Abbott Products available through the e-Abbott.com website or mobile application are sold for use in Canada and may not be resold outside of Canada. In the event that Customer becomes aware of any Abbott products that are resold outside of Canada the Customer will notify Abbott of such resale and will cooperate with Abbott in any related investigation. Involvement and /or awareness of products being resold outside of Canada could result in suspended shipments.

Taxes. Unless otherwise specifically stated in the Customer's written agreement with Abbott, any excise or other taxes applicable to accepted orders will be added to the invoice, except if a valid tax exempt form is submitted to Abbott and is on file at the time of invoice.

Customer Order Forms

The only terms and conditions contained in any form issued by Customer that shall be applicable are those specifying the quantity and products ordered. No modifications of the written agreement between Abbott and the Customer or these Terms and Conditions shall be binding on Abbott unless specifically accepted in writing and signed by an authorized Abbott' signatory.

Payment Terms

Abbott standard payment terms are Net Thirty (30) days or as per the written agreement between Abbott and the Customer.

Unless otherwise specifically stated in the Customer's written agreement with Abbott:

1. Past due balances are subject to a service charge of one and one-half (1.5%) per month or the highest rate allowed by law, whichever is higher;
2. All payments shall be applied first to any service charge and then to the oldest unpaid invoice;
3. In the event of a delinquency, Abbott may declare all unpaid balances due; and
4. The Customer may be held responsible for legal fees or other costs incurred in the collection of past-due balances.

Electronic Funds Transfer:

Contact Credit Department at credit.montreal@abbott.com to set up EFT payment.

Cheque Remittance:

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Montreal: Abbott Laboratories, Limited
Succursale / Station "A"
C.P. / P.O. Box 6295
Montréal, QC, H3C 4B5

Toronto: Abbott Laboratories, Limited
P.O. Box 3854
Commerce Court Postal Station
Toronto, ON, M5L 1K1

Vancouver: Abbott Laboratories, Limited
Unit D, P.O. Box 34223
Vancouver, BC, V6J 4N1

Delivery Terms

Deliveries should be inspected for discrepancies before carrier departs. Note discrepancies on the freight bill, or refuse damaged freight whenever possible. Direct inquiries related to product, order or shipment issues to Abbott, Customer Support at 1-800-387-8378 or add_can_oe@abbott.com

Inspection & Adjustments

Unless otherwise specifically stated in the Customer's written agreement with Abbott, Customer will notify Abbott within ten (10) days immediately following receipt of shipment of any damaged goods, defects or shortages. If the Customer fails to notify Abbott within ten (10) days immediately following receipt of shipment, the Customer will be deemed to accept shipped Abbott products and that such products are in good condition in the quantities stated in the Abbott invoice.

Shipping

Unless otherwise specifically stated in the Customer's written agreement with Abbott, shipping charge is prepaid by Abbott and added to each invoice. Abbott reserves the right to charge a Premium Freight and Handling Fee on the Customer requested emergency orders. Customers will pay any costs related to special shipping requests.

Force Majeure

Abbott Laboratories, Limited will not be liable for any failure to perform any of its obligations hereunder or supply any products due to strikes, fires, terrorist attacks, explosions, floods, wars, riots, lockouts, injunctions, interruption of transportation, unavoidable accidents, inability to obtain supplies at reasonable prices or other causes beyond its control.

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Return Goods

All Abbott sales are final and no products may be returned for credit. E-mail or call Abbott for replacement product or credit if required.

Warranty

Unless otherwise specifically stated in the Customer's written agreement with Abbott, Abbott warrants that (a) diagnostic instruments shall comply with Abbott standard warranty set forth in the applicable operator's manual and (b) products other than diagnostic instruments shall comply with performance stated in the package inserts for the products.

ABBOTT LABORATORIES, LIMITED MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND

EXCLUDES AND DISCLAIMS ANY OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ABBOTT LABORATORIES, LIMITED SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SALE OR USE OF ANY PRODUCTS SOLD HEREUNDER. ABBOTT LABORATORIES, LIMITED'S LIABILITY FOR A BREACH OF THE FOREGOING WARRANTY SHALL BE LIMITED TO THE REMEDIES PROVIDED FOR IN THE APPLICABLE WARRANTY DOCUMENTS, OR, NO SUCH DOCUMENTS ARE APPLICABLE, THE COST OF REPAIR OR REPLACEMENT OF SUCH PRODUCTS AS PROVIDED.

Order of Precedence: Written Signed Agreement

The Terms and Conditions are supplementary to and should be read in conjunction with any signed written agreement between Abbott and the Customer regarding purchasing Abbott products. In the event of any conflict between these Terms and Conditions and any of the provisions of a written agreement between Abbott and the Customer regarding purchasing Abbott products, such written agreement will govern and supersede these Terms and Conditions.